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Jaco Electronics, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JACO ELECTRONICS, INC.,

Plaintiff,

v.

HYNIX SEMICONDUCTOR, INC., et al.,

Defendants.

Case No. C-07-01212 PJH

**STIPULATION AND [PROPOSED]
ORDER**

Kimball Electronics Tampa, Inc. f/k/a Reptron Electronics, Inc. ("Kimball") and Jaco Electronics, Inc. ("Jaco") (the "Parties"), stipulate and agree as follows:

1. Reptron Electronics, Inc. ("Reptron"), either directly or through its agents and/or affiliates or subsidiaries, purchased various dynamic random access memory semiconductor products, modules and components (collectively "DRAM Products") at various times and in various amounts.

1 2. Reptron purchased DRAM Products for use in both its electronics
2 components distribution business (the “Distribution Business”) and its computer products
3 business (the “Module Business”).

4 3. Pursuant to an Asset Purchase Agreement entered into on May 19, 2003,
5 which closed on June 13, 2003, Jaco acquired certain assets of Reptron including Reptron’s
6 electronic components distribution business (the “Distribution Business”).

7 4. In February 2006, Kimball merged with Reptron.

8 5. On October 3, 2006 Jaco opted out of In re Dynamic Random Access
9 Memory (DRAM) Antitrust Litigation, M-02-1486 PJH (the “DRAM Class Action”) on behalf of
10 itself and each of its respective parents, predecessors, successors, subsidiaries, agents, affiliates,
11 partners, acquisitions, assignors, divisions, departments and offices. Reptron, Inc. was identified
12 on Schedule A to Jaco's opt out notice and Jaco intended to opt out the portion of Reptron's assets
13 that it had acquired.

14 6. On February 28, 2007, Jaco commenced the action Jaco Electronics, Inc. v.
15 Hynix Semiconductor, Inc. et al, Case No. C-07-01212 PJH (the “Jaco Action”) asserting antitrust
16 claims based on purchases of DRAM, including purchases by Reptron’s Distribution Business.

17 7. Kimball has asserted a claim in the DRAM Class Action, claim number
18 3010370, based on Reptron purchases of DRAM.

19 8. A dispute has arisen over distribution of proceeds from the DRAM Class
20 Action related to Reptron purchases of DRAM.

21 9. On June 23, 2009, Kimball filed a Motion to Intervene in the DRAM Class
22 Action (“Kimball Motion to Intervene”) seeking a determination that it is the owner of antitrust
23 claims based on Reptron’s purchases of DRAM.

1 10. On August 26, 2009, Jaco filed a Motion Pursuant to Rule 42 (“Jaco Rule
2 42 Motion”) seeking dismissal of Kimball’s motion or, in the alternative, that its motion be
3 consolidated with the partial motion to dismiss pending in the Jaco Action and asserting that it is
4 the owner of any and all claims based on DRAM purchased by Reptron’s Distribution Business.
5

6 11. Jaco and Kimball have entered into a Settlement Agreement and Release
7 dated December 4, 2009 regarding the ownership of antitrust claims relating to Reptron DRAM
8 purchases.

9 12. As outlined in the Settlement Agreement, Jaco and Kimball agree that Jaco
10 is the owner of all antitrust claims related to purchases of DRAM by Reptron’s Distribution
11 Business, that Kimball asserts no claim to all antitrust claims related to purchases of DRAM by
12 Reptron’s Distribution Business, that Jaco has no basis to dispute that Kimball is the owner of all
13 antitrust claims related to purchases of DRAM by Reptron’s Module Business, and that Jaco
14 asserts no claim to all antitrust claims related to purchases of DRAM by Reptron’s Module
15 Business.
16

17 13. Contemporaneously with the Settlement Agreement, the Parties, together
18 with Co-lead counsel for the Direct Purchaser Plaintiffs, entered into a Stipulation that was filed
19 in the DRAM Class Action on December 4, 2009 (Dock. No. 2018).
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21 14. Upon approval of this Stipulation, the Parties agree that the Kimball
22 Motion to Intervene and the Jaco Rule 42 Motion will be terminated with prejudice.
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24 **IT IS SO STIPULATED AND AGREED.**
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1 Dated: December 8, 2009

BAKER & HOSTETLER LLP

2
3 /s/ Tracy Cole

4 Tracy Cole

5 Counsel for Jaco Electronics, Inc.

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7 Dated: December 8, 2009

BAKER & DANIELS LLP

8
9 /s/ Ryan M. Hurley

10 Ryan M. Hurley

11 Counsel for Kimball Electronics Tampa, Inc.
12 f/k/a Repron Electronics, Inc.

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BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

ATTESTATION OF FILING

Pursuant to General Order 45.X.B, I hereby attest that I have obtained concurrence in the filing of this document from the parties listed above.

/s/ Tracy Cole
Tracy Cole

[PROPOSED] ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES, IT IS HEREBY ORDERED:

1. The stipulation between Kimball and Jaco is approved.
2. The Kimball Motion to Intervene and the Jaco Rule 42 Motion are terminated with prejudice.

Dated: 12/11/09

Hon. Phyllis J. Hamilton
United States District Court

